



REQUEST FOR QUOTE
Due: 2:00 PM (CST) May 24, 2017

**3rd Party Inspection and Project Representation Services – The Ranch At Brushy Creek Section
11 A & B Subdivision Improvements**

The City of Cedar Park requests Proposals/Quotations for 3rd party inspection and project representation services for a roadway construction project.

Please email a PDF of the proposal/quotation to Zeferino Mendoza at zeferino.mendoza@cedarparktexas.gov no later than 2:00 PM (CST) on May 24, 2017.

Emails should include the following subject line: “The Ranch at Brushy Creek Section 11 A & B Subdivision Improvements”

Scope of Project: Inspection and observation services of the Ranch at Brushy Creek 11 A & B Subdivision Improvements Project includes construction of approximately 43 single family residential lots on a 15.35-acre tract on the north side of Brushy Creek Road, approximately 0.25 miles east of Arrowhead Trail.

Specific Construction Phase Services for which we are requesting proposals/quotations are for daily inspection/observation, project representation, review of quality assurance testing, identification of deficiencies and design conflicts, and coordination with design engineers, contractor’s representatives and project managers.

The Proposals/Quotations should **not** include the following: typical design engineer construction phase services, geotechnical and materials testing services. The proposal/quotation is for quality assurance work and not quality control work. The construction contractor will provide for quality control.

Project safety is not included in the scope of work but any situations in which the construction inspector / observer feels are unsafe should be reported to the contractor and project owner.

Proposals/Quotations are limited to 5 letter size pages (front side only) with minimum font size of 10. Please indicate the following information in your proposal/quotation:

1. Letter of interest signed by a principal of the firm or an individual. At least one copy must be an “Original” with an original signature. This 1 page letter is not included in the 5 page (front only) limit.
2. Brief overview of individual or firm.
3. A specified person with detailed contact information to be the point of contact with the City of Cedar Park.
4. A specified person proposed to perform the required service. Who will be the in-field representative?

5. Availability to perform services / current workload.
6. Qualifications, expertise, and any unique qualifications.
7. Experience summaries of key personnel either as assigned to this project or available as a resource.
8. Examples of three (3) similar projects in scope that the firm, individual, and / or its current employees have done in the last 5 years. Please include the project name, brief description, and references (Name, address, and phone number of reference).
9. Brief narrative on the project approach. How will the required service be accomplished?
10. Include what equipment will be provided.
11. Address any exclusions and indemnifications.
12. Assurance of the appropriate insurance coverage.
13. Rates and fees (hourly) including mileage and other components that comprise the total hourly fee, and a statement confirming that such rates will remain in effect through sixty (60) calendar days from the date of the submission of the proposal/quotation. Please specify how drive time to and from the project site will be billed/accounted for.
14. Please include HUB certification number or certificate if applicable.

All information except the cover letter should be included in the 5 page limit. If submitted by mail, please simply staple the pages as opposed to binding or using a binder.

The City of Cedar Park reserves the right to select the best value for the City, and may offer to pick selected services from any proposal/quotation while not accepting the proposal/quotation in its entirety.

Evaluation criteria will include:

- Firm Qualifications and Availability – 10%
- Qualifications & Experience of Proposed Staff – 20%
- Project Experience – 25%
- Project Approach – 20%
- Rates and Fees – 25%

Questions shall be directed to the Engineering Department via appointment, telephone or email. Plans may be made available for review by appointment. Please contact Zeferino Mendoza at (512) 401-5358 or zeferino.mendoza@cedarparktexas.gov.

Standard Terms and Conditions

1. The City of Cedar Park will not provide compensation or defray any cost incurred related to responses to this request.
2. The City reserves the right to negotiate with any and all persons or firms. The City also reserves the right to reject any and all proposals/quotations, or accept any proposal/quotation deemed most advantageous, or to waive any irregularities or informalities in the proposal/quotation received, and to revise the process schedule as circumstances require.
3. The City of Cedar Park does not intend to conduct a pre-proposal meeting regarding this solicitation.
4. Proposals/Quotations will be reviewed by City staff. Interviews by telephone or in person may be required by the City to obtain additional information with selected proposers.

5. Additionally, the City requires the execution of a contract for the services stated herein prior to performance and payment of the services
6. During the pendency of this RFQ, Proposer shall not contact any City staff except those designated herein this RFQ or subsequent addendums or correspondence.
7. If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFQ, or any contract awarded and entered pursuant thereto, the City reserves the right to:
 - a. Purchase services on the open market and charge Proposer the difference between its contract price and not contractor's price;
 - b. Deduct charges from the successful Proposer's invoice at the time it is due; or
 - c. Terminate any awarded contract without penalty on the City, by furnishing written notice of termination to Proposer, and select another Proposer and award a contract to its Proposer pursuant to the terms thereof.
8. At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause without penalty, and pay for the authorized services provided to the date of termination.
9. All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
10. Any contract awarded pursuant to this RFP is not assignable.
11. The City is tax exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309, as amended.
12. Trade secrets and confidential information contained in a proposal/quotation are subject to the Texas Public Information Act. Pricing is not confidential information. Proposers who include information in a Proposal/Quotation that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it "Trade Secret" or "Confidential" at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal/Quotation in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal/Quotation, Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Office of the Attorney General
Open Records Division
P.O. Box 12548
Austin, TX 78711
Fax 512-463-2092
13. The obligations of the parties under a contract awarded through this RFP are primarily performable in Williamson County, Texas. Exclusive venue shall be

Williamson County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.

14. The awarded contract is subject to the appropriation of funds by the City Council in the City's budget adopted for any fiscal year for the specific purpose of making payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract may be terminated.
15. INDEMNIFICATION: Proposer agrees to that with respect to claims brought by third parties against either the Proposer or the City relating to the property or facilities with respect to the services, the Proposer and the City agree the Proposer will indemnify and hold harmless the City, its directors, officers, agents and employees against all claims, demands or causes of action; and all costs, administrative costs, judgments and settlements, losses, liabilities, expenses, settlements, interest and judgments incurred in connection therewith, including attorneys' fees and court costs, brought by any of the Proposer's employees or representatives, by any governmental entity or by any other third party, except to the extent the claim, demand, or cause of action is the result of Owner's sole negligence or willful misconduct.

CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

Proposer shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

Local Government Officer	Title	Local Government Officer	Title
Matt Powell	Mayor	Tim Scott	Information Services Director
Stephen Thomas	Councilmember	Phil Brewer	Economic Development Director
Corbin Van Arsdale	Councilmember	Christina Cummings	Interim Human Resource Director
Lyle Grimes	Councilmember	Darwin Marchell	Engineering Director
Cobby Caputo	Councilmember	Chris Copple	Development Services Director
Jon Lux	Councilmember	James Mallinger	Fire Chief
Kristyne Bollier	Councilmember	Kent Meredith	Finance Director
Brenda Eivens	City Manager	Eric Rauschuber	Public Works Director
Sam Roberts	Assistant City Manager	Julia Mitschke	Library Director
Katherine Woerner Caffrey	Assistant City Manager	April Christiansen	Court Administrator
J.P. LeCompte	City Attorney	Curt Randa	Director of Parks & Recreation
Jill Hoffman	Assistant City Attorney	Sean Mannix	Police Chief

We appreciate your consideration in this matter and welcome your participation.